

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1 LICENSE NO.

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

YMCA of Metropolitan DC

3. ADDRESS

YMCA of Metropolitan Washington
1112 16th Street NW, Suite 720
Washington, DC 20036

4. PROJECT DESIGNATION AND ADDRESS

HUD Headquarters Building at 451 7th Street SW in
Washington, DC 20410

5. MAXIMUM PERIOD COVERED

FROM

July 9, 2015

TO

July 9, 2020

6. CONSIDERATION (\$)

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit _____, attached hereto and made a part hereof.)

8940 nuf, more or less, of office related space in the building shown in item 4, supra

8. PURPOSE OF LICENSE

To provide child care services to dependents and children of Federal employees in accordance with 40 U.S.C., Section 590

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

This license is granted pursuant to the authority of and subject to the conditions in 40 U.S.C., Section 590.

This license is granted subject to the attached Special Conditions to the Licensing Agreement between GSA and YMCA of Metropolitan DC (the Provider) for The Children's House Child Care Center in the HUD Headquarters Building.

***Subject to termination, during the term of the lease of the premises shown at item 4, supra i.e. as stated in section 8 of the Special Conditions.

That condition(s) No.(s)

was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR

LICENSEE

DATED (Month, day, year)

07/27/2015

ACCEPTED (Month, day, year)

7/20/2015

BY (b) (6)

BY (Signature)

(b) (6)

NAME

Leo G Bonnen

NAME

Pamela Curran

TITLE

Regional Child Care Coordinator

TITLE

Chief Operating Officer

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

GENERAL SERVICES ADMINISTRATION

PREVIOUS EDITION IS NOT USABLE

(See reverse)

GSA FORM 1582 (REV. 10/2013)

SPECIAL CONDITIONS TO THE LICENSING AGREEMENT BETWEEN
GSA AND YMCA OF METROPOLITAN DC

1. LICENSE AUTHORITY

This license is granted pursuant to the authority of and subject to the conditions in 40 U.S.C. 590 (formerly 490b). The Child Care Provider, who provides child care at the site, agrees to abide by these Special Conditions.

The location of the site:

HUD Headquarters Building at 451 7th Street SW, Washington, DC 20410

2. CRIMINAL HISTORY BACKGROUND CHECKS

The Child Care Provider and its employees are subject to the Crime Control Act of 1990 Public Law 101-647, as amended by Public Law 102-190, dated December 5, 1991, and will submit to criminal history background checks. In order to comply with this law, Providers will ensure the following: (a) all employees have been cleared in accordance with the Crime Control Act in order to work in the child care center. (b) Immediately, upon each provisional hire, Providers will submit a "Basic National Agency Check Criminal History" (GSA Form 176) to their designated security contact. (c) Within five (5) working days of the employee's start date, completed fingerprint cards must be received by FPS. (d) The Child Care Provider will notify the GSA Child Care Office within 24 hours when a new employee has been hired.

The Child Care Provider will certify that appropriate suitability background checks have been completed, including references, employment and educational certification checks for each new full-time and part-time hire (including contracted teachers), consultant, substitute, cook and regular volunteers. Documentation of this suitability check will remain in the center or employee file.

In addition, the Child Care Provider and its employees are subject to any other checks as may be required by GSA or other pertinent local regulatory authorities.

Providers or employees who have a conviction for sex crimes, offenses involving children as victims, or drug felonies will be denied employment or dismissed. For a conviction of a crime other than a sex crime or offense involving children, the government will review the facts of the individual case before exercising its right to deny or have terminated the employment of that employee.

3. NATIONAL ACCREDITATION

The Child Care Provider shall begin the National Association for Education of Young Children (NAEYC) accreditation process with in enough time to select an application date and a candidacy date which will allow them to become NAEYC accredited within

two years of occupancy. Once the NAEYC accreditation is achieved, the provider is to maintain the accreditation status without avoiding lapses in accreditation

4. TERMS AND CONDITIONS OF OCCUPANCY

The child care center will be operated in accordance with the following terms and conditions:

- A) Maintain and operate a State or locally licensed developmental child care program from 6:30 a.m. to 6:30 p.m., Monday through Friday except on Federal holidays. [The child care center may close five (5) days per year for staff training or maintenance.]
- B) The center's employees will comply with all building regulations and special building security arrangements. Building security arrangements may include the display of Government-furnished identification (ID) cards, where required. All Government furnished IDs remain the property of the Government and must be surrendered to the Provider's management by all center employees leaving the Provider's employment. Such IDs must then be immediately returned to the Government's designated building security officer.
- C) The Child Care Provider will not discriminate on the basis of race, color, religion, marital status, national origin, gender, sexuality, age, handicap or disability in its programs, activities, admissions, or employment practices and will fully comply with 41 CFR 101-6.2 and 101.8, issued by GSA under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.
- D) The Child Care provider will comply with all GSA IT Security and Privacy requirements including completing GSA issued Security Awareness and Privacy Training.
- E) By signing this agreement the Child Care Provider has acknowledged receipt of and use of equipment and other property as furnished by the government, and will provide routine care of any government furnished equipment during the term of this license. An inventory list of GSA provided items will be maintained by the provider and submitted to the GSA Child Care Office upon request. The provider will notify GSA when government purchased equipment becomes old or damaged to initiate the GSA excess process.
- F) The Child Care Provider will be responsible for any damage to the equipment arising from wrongful acts or acts of negligence of the Child Care Provider. On a regular basis, the Child Care Provider will inspect equipment for safety. Equipment in need of repair will be reported to GSA. Additionally, the child care provider will report to GSA issues with cleaning, heating, cooling and other facility related items.

- G) The Child Care Provider must maintain the facility and equipment in a clean and safe manner. General housekeeping is expected so that the center appears clean and well kept at all times. Cleaning responsibilities of the provider include, but are not limited to: cleaning and sanitizing of all toys, toy shelves, children's furniture, and kitchen appliances inside and out, kitchen pantries, storage closets including shelves, as well as pet cages and aquariums. Immediate spot cleaning is required during and after snacks, mealtimes, and craft projects, etc. The child care provider is responsible for immediate clean up after sick children which includes sanitizing and disinfecting the affected area. Storage of all bleach, cleaning, and sanitizing solutions will be inaccessible to children at all times.
- H) The Child Care Provider must ensure that staff members have ongoing training. In addition to the training required by State or local licensing authorities and NAEYC accreditation criteria, the Child Care Provider must ensure that staff receive and documentation is on file for annual training in the prevention, detection, and reporting of child abuse; verifiable staff training on emergency and evacuation procedures; and annual training on blood borne pathogens (per OSHA 29 CFR 1910.1030 or most current applicable to all settings where workers might come into contact with blood).
- I) The Child Care Provider will comply with all GSA Property Management and FPS accident reporting procedures. The provider will immediately report to GSA and FPS all suspected criminal behavior or suspected criminal incidents. All personal injury accidents or medical emergencies which result in professional medical attention will be reported to GSA and FPS within the same business day. If professional medical attention is pursued days following the accident, the provider will report to GSA and FPS within the same business day that they become knowledgeable that medical attention was obtained. The Child Care Provider will also ensure that written notification of the incident is provided to the regional child care coordinator and sponsoring agency. These reporting requirements are in addition to filing procedures required by State or local child care licensing and NAEYC.
- J) In the case of suspected child abuse or neglect, the Child Care Provider will notify the appropriate local authority per Public Law 104-28. The Federal Protective Service will be notified in these matters if the suspected abuse occurred on Federal property, in which case the FPS is notified in addition to the appropriate local authority.
- K) The Child Care Provider will post in a public area of the center its current state or local license to operate a child care center.
- L) The Child Care Provider will comply with all Federal, State or local safety policies, including the no-smoking policy.
- M) The Child Care Provider will develop and keep current an Occupant Emergency Plan (OEP). The Child Care Provider will work with appropriate

Government officials to ensure that the center's OEP is appropriately incorporated into the OEP for the main building. The provider will train staff and post in each room the emergency evacuation plan. The Child Care Provider will ensure that emergency evacuation drills are conducted, documented and evaluated at least monthly. The Child Care Provider should also periodically practice evacuations to their alternate relocation sites. Records of all drills will be available to GSA upon request. The Child Care Provider will immediately notify the GSA Child Care Office of all evacuations, and closings as soon as it is safe to do so.

- N) The GSA Child Care Office, will on a regular basis, collect demographic data and other pertinent information relating to center operations. The Child Care Provider will respond in a timely and expeditious manner
- O) The Child Care Provider must demonstrate that it is financially capable of continuing its operations under the terms of its license to use space. The child care provider agrees to provide upon request financial statements, which may include a required GSA format, quarterly financial statements and/or an annual audit by an independent reviewer.
- P) The Child Care Provider will provide all supplies (consumables and manipulatives) such as toys, food, and curriculum materials which remain the property of the Provider.
- Q) The Child Care Provider will market the program, its quality, and availability to Federal employees and others. This can be accomplished through newsletters, posters, building displays, lunch & learns flyers, e-mail and other marketing techniques.

5. GSA INITIATED REVIEWS

The Child Care Provider agrees to have GSA initiated program, health and safety assessments conducted on center operations and will meet all requirements as a result of these reviews.

6. STATUS OF THE CHILD CARE PROVIDER

The Child Care Provider is not an employee or agent of the Government. Parents with children enrolled at the center will contract directly with the Child Care Provider. Except for matters explicitly addressed in this license, decisions and responsibilities with respect to program, enrollment, fees, tuition, hiring, policy making, and any and all other aspects of the operation and conduct of the Center's business shall be the exclusive right, prerogative, and responsibility of the Child Care Provider.

7. FEDERAL ENROLLMENT

Per the conditions of 40 U.S.C. 590, at least 50% of the children enrolled in the center are to be children or dependents of Federal employees. If this requirement is not met a plan must be put into effect to increase Federal enrollment. The Child Care

Provider will develop and submit to GSA a marketing plan to increase Federal participation.

8. PRIORITY ENROLLMENT

Per the conditions of 40 U.S.C. 590 Federal employees will be given priority placement for all available spaces. [The Child Care Provider will give priority for available child care services to employees of the sponsoring Federal agency (ies).] Remaining enrollment may be open to the general public. Children of non-Federal families already enrolled in the center may not be involuntarily disenrolled to make room for children of Federal families.

9. INSURANCE

The Child Care Provider shall, at its own expense, provide and maintain during the term of this license, and any extension thereof, comprehensive liability insurance in an amount of not less than \$1 million per each occurrence and \$2 million in the aggregate. A copy of the insurance certificate shall be provided to GSA one week prior to occupancy of the center. A copy of each renewal of the insurance certificate thereafter shall be sent to GSA within one week of the provider's receipt thereof. An accident insurance policy will also be maintained on all students by the Child Care Provider.

10. TUITION ASSISTANCE

A tuition assistance program for families in economic need must be established. The child care provider will work with the nonprofit child care board of directors to establish the aforementioned tuition assistance program. Participation in the Combined Federal Campaign or local United Way campaign should be planned.

11. TERMINATION

GSA or the Child Care Provider may terminate this license after sixty (60) days written notice, or immediately if there is a substantial breach of the conditions of this license.

12. EFFECTIVE DATE AND DURATION

This agreement is effective on the date of the last signature and will continue in effect for each party unless and until terminated by either party under the conditions in section 11 of this agreement.

13. MODIFICATIONS

This agreement may be modified at any time by written agreement of the parties.

14. CHANGES IN STATUS

The Child Care Provider agrees to notify GSA immediately of any changes in the manner in which the Center is being operated or in its change of status including the creation of any public private partnerships. This license is nontransferable and may be cancelled if the Provider sells its business.

SPECIAL CONDITIONS TO THE LICENSING AGREEMENT

Signature Page

(b) (6)

Child Care Provider

Pamela Curran
Chief Operating Officer

7/20/2015

Date

(b) (6)

GSA Representative

7/27/2015

Date

11. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The license shall not place or construct upon, over or under the property and installation or structure of any kind or character, except such as are specifically authorized herein.

c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the license shall at all times keep the premises in a sanitary condition satisfactory to GSA.

e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.

g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

i. **NOTICE.** Any property of the license installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellations revocation of the license.